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A BRIEF SURVEY OF COURT DECISIONS CONSTRUING THE NORTH DAKOTA BILL OF RIGHTS

(Continued from page 162)

The fundamental right of the citizen also include the elective franchise, and the legislature may not impose unreasonable restrictions on voters or candidates for office. "Intimately associated as is the elective franchise with the general rights of citizens all attempted regulation necessarily comes within the scope of the immutable Declaration of Rights contained in § 1 of the Constitution" Ellsworth, J., in *State exrel. Dorval v. Hamilton*, 20 N. D. 592, 596, 129 N. W. 916, 918 (1910).

But Section 1 does not created a vested right in the heirs of a deceased person, and hence the state may impose an inheritance tax. *Moody v. Hagen*, 36 N. D. 471, 162 N. W. 704, L.R.A. 1918 F., 947, Ann. Cas 1918A, 933 (1917); *Aff. 245 U. S. 633, 38, S. Ct. 133, 62 L. Ed. 522*. And a tax may differentiate between nonresident and resident aliens—the provisions of the bill of rights are for the protection of citizens only. *Strauss v. State*, 36 N. D. 594, 162 N. W. 908, L.R.A 1917E. 909 (1917).

The right to contract may be restricted in the interest of the general welfare without infringing on fundamental rights. While parties, in general, have a constitutional right to enter into an improvident and unfair contract (*Merchants' State Bank v. Sawyer Farmers' Co-Op. Ass'n.*, 47 N. D. 375, 182 N. W. 263, 14 A.L.R. 1353 (1921); the legislature may lawfully provide that all sales of harvesting machinery may be rescinded after a reasonable test has shown them unsuitable for the purpose for which purchased, and make any provision inserted in the contract of sale which is contrary to this right void. *Bratberg v. Advance-Rumely Thresher Co.*, 61 N. D. 452, 238 N. W. 552, 78 A.L.R. 1338 (1931, rehearing denied); *Hamman v. Advance-Rumely Thresher Co.*, 61 N. D. 505, 238 N. W. 700 (1931); *Advance-Rumely Threshed Co. v. Jackson*, 287 U. S. 283, 77 L.Ed. 306, 53 S. Ct. 133, 87 A.L.R. 285 (1932), *Aff. Jackson v. Advance-Rumely Thresher Co.*, 62 N. D. 143, 241 N. W. 722 (1932).

Serious financial problems might conceivably arise from the fact that a large part of the investment on farms is in machinery, and the relatively high cost of this machinery necessitates mortgages as security. Another illustration of the principal relates to the problem of releases. A statute, providing that one disabled and having a cause of action for personal injuries may disaffirm a release if made either while disabled or within thirty days of the accident, is constitutional. It does not prevent settlements immediately after the accident, but tends to check ambulance chasing and frauds arising therefrom by permitting the injured person at least thirty days to ascertain the extent of his injuries. *Peterson v. Panovitz*, 62 N. D. 328, 243 N. W. 798, 84 A.L.R. 1290 (1932).

For further discussion see cases under Sections 11, 13, 16, 20.